

MAY 25 1971 - 1 12 PM

INTERSTATE COMMERCE COMMISSION

## SUPPLEMENTAL AGREEMENT

SUPPLEMENTAL AGREEMENT dated as of May 15, 1971, among PULLMAN INCORPORATED (Pullman-Standard division), a Delaware corporation (hereinafter called the Builder), THE BALTIMORE AND OHIO RAILROAD COMPANY, a Maryland corporation (hereinafter called the Railroad), and THE EQUITABLE TRUST COMPANY, a Maryland corporation with its principal place of business at Calvert and Fayette Streets, Baltimore, Maryland 21203 (hereinafter called the Assignee), acting as Agent under a Finance Agreement dated as of April 1, 1971.

WHEREAS the Builder and the Railroad have entered into a Conditional Sale Agreement dated as of April 1, 1971 (hereinafter called the Conditional Sale Agreement), covering the manufacture, sale and delivery, on the conditions therein set forth, by the Builder and the purchase by the Railroad of the railroad equipment described in Schedule B to the Conditional Sale Agreement (said equipment being hereinafter called the Equipment);

WHEREAS the Builder has by an Agreement and Assign-

ment dated as of April 1, 1971 (hereinafter called the Assignment), assigned, transferred and set over to the Assignee, upon certain conditions, (a) all its right, title and interest in and to each unit of the Equipment when and as severally delivered and accepted under the Conditional Sale Agreement, (b) all its right, title and interest in and to the Conditional Sale Agreement (with the exception of certain rights) and certain amounts due or owing or to become due or owing by the Railroad thereunder and (c) with certain exceptions, all its rights, powers, privileges and remedies under the Conditional Sale Agreement; and

WHEREAS the parties hereto now desire to amend the Conditional Sale Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto hereby agree as follows:

1. The Conditional Sale Agreement is hereby amended as follows:

(a) An Article 21 is hereby added to read as follows:

"ARTICLE 21. Recording. The Railroad will cause this Agreement, any assignments hereof and any amendments or supplements hereto or thereto to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act; and the

Railroad will from time to time do and perform any other act and will execute, acknowledge, deliver, file, register, deposit and record any and all further instruments required by law or reasonably requested by the Vendor for the purpose of proper protection, to the satisfaction of counsel for the Vendor, of its title to the Equipment and its rights under this Agreement or for the purpose of carrying out the intention of this Agreement; and the Railroad will promptly furnish to the Vendor certificates or other evidence of such filing, registering, depositing and recording satisfactory to the Vendor."

(b) An Article 22 is hereby added to read as follows:

"ARTICLE 22. Payment of Expenses. The Railroad will pay all reasonable costs and expenses (other than the fees and expenses of counsel for the Builder) incident to this Agreement and the first assignment of this Agreement (including the fees and expenses of an agent, if the first assignee is an agent), and any instrument supplemental or related hereto or thereto, including all fees and expenses of counsel for the first assignee of this Agreement and for any party acquiring interests in such first assignment, and all reasonable costs and expenses in connection with the transfer by any party of interests acquired in such first assignment. For the purposes of this Article 22, if the first assignee is an agent then any successor agent to such agent shall also be considered the first assignee."

(c) An Article 23 is hereby added to read as follows:

"ARTICLE 23. Notice. Any notice hereunder to each of the parties designated below shall be deemed to be properly served if delivered or mailed to it at its chief place of business at the following specified addresses:

(a) to the Railroad, at Two North Charles Street, Baltimore, Maryland 21201,

(b) to the Builder, at the address specified in Item 1 of Schedule A hereto,

(c) to any assignee of the Vendor or of the Railroad, at such address as may have been furnished in writing to the Railroad or the Vendor, as the case may be, by such assignee,

or at such other address as may have been furnished in writing by such party to the other parties to this Agreement. The Railroad represents and warrants that its chief place of business is in the State of Maryland."

(d) An Article 24 is hereby added to read as follows:

"ARTICLE 24. Article Headings; Effect and Modification of Agreement. All article headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

"This Agreement, including the Schedules and Annexes hereto, exclusively and completely states the rights of the Vendor and the Railroad with respect to the Equipment and supersedes all other agreements, oral or written, with respect to the Equipment. No variation or modification of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized officers of the Vendor and the Railroad."

(e) The first eight lines on page 12 of the Conditional Sale Agreement are deleted and an Article 25 is added to read as follows:

"ARTICLE 25. Law Governing. The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Maryland; provided, however, that the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act and such additional rights arising out of the filing,

recording or depositing hereof and of any assignment hereof as shall be conferred by the laws of the several jurisdictions in which this Agreement or any assignment hereof shall be filed, recorded or deposited."

2. The Assignment is hereby amended to permit the foregoing amendments to the Conditional Sale Agreement as though originally set forth in the original Conditional Sale Agreement.

3. The Railroad shall cause this Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

4. Except as amended and supplemented hereby, the Conditional Sale Agreement and the Assignment shall remain unaltered and in full force and effect.

5. The terms of this Supplemental Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Maryland; provided, however, that the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act and by the recordation provisions of any other act pursuant to which this Supplemental Agreement is recorded.

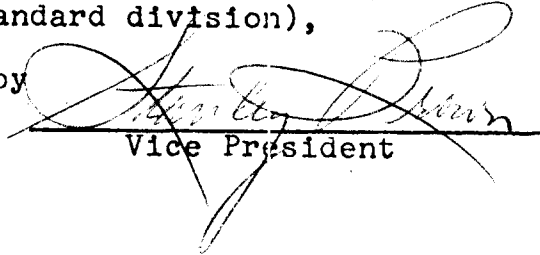
6. Although this Supplemental Agreement is dated for convenience as of May 15, 1971, the actual date or dates of execution hereof by the parties hereto is or are,

respectively, the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused these presents to be signed to their respective corporate names by duly authorized officers and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

PULLMAN INCORPORATED (Pullman-Standard division),

by

  
Vice President

[Corporate Seal]

Attest:

  
Assistant Secretary

THE BALTIMORE AND OHIO COMPANY,

by

  
Treasurer

Approved as to Form

  
Attorney

[Corporate Seal]

Attest:

  
Assistant Secretary

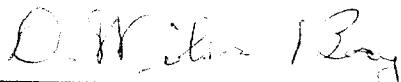
THE EQUITABLE TRUST COMPANY, as  
Agent,

by

  
Vice President

[Corporate Seal]

Attest:

  
Assistant Secretary

STATE OF ILLINOIS )  
 ) ss.:  
COUNTY OF COOK )

On this *19th* day of May, 1971, before me personally appeared *Stanley Brown*, to me personally known, who, being by me duly sworn, says that he is a Vice President of PULLMAN INCORPORATED (Pullman-Standard division), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


*Agnes M. Bruce*  
\_\_\_\_\_  
Notary Public

[Notarial Seal]



STATE OF MARYLAND )  
 ) ss.:  
CITY OF BALTIMORE )

On this 24 day of May, 1971, before me personally appeared L. C. ROIG, JR., to me personally known, who, being by me duly sworn, says that he is Treasurer of THE BALTIMORE AND OHIO RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its President and Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

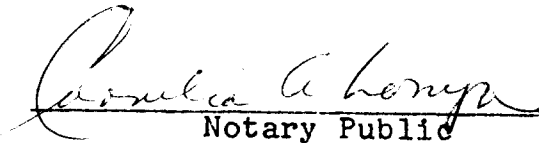
  
Russell E. Schreiber  
Notary Public

[Notarial Seal]

My Commission Expires July 1, 1974

STATE OF MARYLAND )  
                          ) ss.:  
CITY OF BALTIMORE )

On this *26<sup>th</sup>* day of May, 1971, before me personally appeared *B. Carter Sandall*, to me personally known, who, being by me duly sworn, says that he is a Vice President of THE EQUITABLE TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Company and that said instrument was signed and sealed on behalf of said Company by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Company.

  
Notary Public

[Notarial Seal]

My Commission Expires July 1, 1974